

MISSOURI PACIFIC RAILROAD COMPANY

LAW DEPARTMENT
210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314

MARK M. HENNELLY
VICE PRESIDENT AND GENERAL COUNSEL
622-2025

GILBERT P. STRELINGER
GENERAL SOLICITOR
622-2022

ROBERT H. STAHLHEBER
GENERAL ATTORNEY—COMMERCE
622-2014

CHARLES P. LIPPERT
GENERAL ATTORNEY
622-2021

ROBERT W. YOST
GENERAL ATTORNEY
622-2015

PAUL E. LITTLETON
ATTORNEY
622-2017

Mr. Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

November 17, 1976

RECORDATION NO. 6494-C

NOV 30 1976 14 00 PM

INTERSTATE COMMERCE COMMISSION

JAMES A. HESSE
GENERAL ATTORNEY—MISSOURI
622-2024

ROBERT S. DAVIS
COMMERCE COUNSEL
622-2011

DONALD E. MOLLOY
ASSISTANT GENERAL ATTORNEY
622-2016

RICHARD S. M. EMRICH, III
ASSISTANT GENERAL ATTORNEY
622-2013

PAUL J. M. RUTTERER
ATTORNEY
622-2866

Re: The Texas and Pacific Railway Company
Equipment Trust, Series OC
Dated February 1, 1972
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 6494 - 2-4-72 - 4:40 p.m.

6-335A034
Date NOV 30 1976
Fee \$ 16-
ICC Washington, D.C.

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are five executed counterparts of an Assumption Agreement of Railroad Equipment, dated as of October 15, 1976, between Chemical Bank, Trustee, The Texas and Pacific Railway Company, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement between Chemical Bank and The Texas and Pacific Railway Company constituting the above Equipment Trust.

The Assumption Agreement, dated as of October 15, 1976, transmitted herewith for filing and recording, covers the Equipment listed Attachment A, annexed hereto.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Trustee- Chemical Bank
Lessor: 20 Pine Street
New York, New York 10015

Old Lessee: The Texas and Pacific Railway Company
210 North 13th Street
St. Louis, Missouri 63103

Conducted by Judy C. Oswald

RECEIVED
NOV 30 11 04 AM '76
I.C.C.
FEDERAL RAILROAD COMMISSION

November 17, 1976

New Lessee: Missouri Pacific Railroad Company
210 North 13th Street
St. Louis, Missouri 63103

The original Equipment Trust Agreement referred to herein was recorded with the Interstate Commerce Commission on the date and assigned the recordation number specified in the caption hereof.

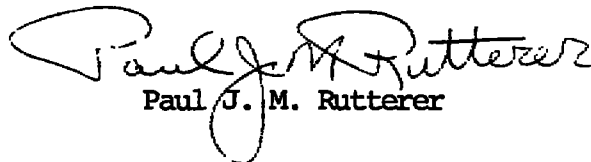
Check or voucher to cover the \$10.00 recording and filing fee is furnished herewith.

Upon filing and recording of the enclosed instrument, three counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. Judy C. Durand
Missouri Pacific Railroad Company
337 National Press Building
Washington, D.C. 20045
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,


Paul J. M. Rutterer

PJMR:js

Encls:

Assumption Agreement (5)
Equipment List (Attachment A)
Check or voucher for \$10 for rec. fee

ATTACHMENT A

The Texas and Pacific Railway Company
Equipment Trust, Series CC
Dated February 1, 1972
Chemical Bank, Trustee
Originally Recorded with I.C.C.
Rec. No. 6494 - 2-4-72 - 4:40 p.m.

<u>No. of Units</u>	<u>Description</u>
375	50'6" 70-Ton Box Cars with Lading Band Anchors, numbered TP 366275-366649 AAR Class or Mechanical Designation: XM
175	50'6" 70-Ton Box Cars with Bulkheads, numbered TP 252600-252774 AAR Class or Mechanical Designation: XL
4	60' High Cube Box Cars, numbered TP 269051-269054 AAR Class or Mechanical Designation: XL
1	100 Ton Flat Car, numbered TP 819796 AAR Class or Mechanical Designation: FM

ASSUMPTION AGREEMENT

NOV 30 1976

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of
October 15, 1976, between and among CHEMICAL
 BANK, a corporation organized and existing under and by virtue
 of the laws of the State of New York (hereinafter sometimes
 called "Trustee"), party of the first part, THE TEXAS AND
 PACIFIC RAILWAY COMPANY, a corporation organized and existing
 under and by virtue of the laws of the United States (herein-
 after called "T&P"), party of the second part; and MISSOURI
 PACIFIC RAILROAD COMPANY, a corporation organized and existing
 under and by virtue of the laws of the State of Missouri (here-
 inafter called "MoPac"), party of the third part:

W I T N E S S E T H :

WHEREAS, T&P, pursuant to the provisions of a Plan
 and Joint Agreement of Merger between it and MoPac dated July 29,
 1974, is to be merged into MoPac with MoPac remaining as the
 surviving corporation, which transaction has been approved by
 the Interstate Commerce Commission in a Certificate and Order
 dated May 4, 1976 in Finance Dockets 27773 and 27774,
 presently effective; and

WHEREAS, pursuant to said Plan and Joint Agreement of
 Merger, MoPac, as surviving corporation, will succeed to all
 property, rights, privileges, powers and franchises belonging to
 T&P, including but not limited to title to and leasehold interests
 in all personal property vested in T&P by deed or otherwise, and

shall be responsible and liable for all the liabilities and obligations of T&P; and

WHEREAS, legal title to certain T&P equipment is vested in Trustee by virtue of an Assignment by T&P to Trustee of all its right, title and interest in contracts between T&P and the manufacturer(s) of said equipment, pursuant to the provisions of an Equipment Trust Agreement, Series CC, between T&P and Trustee dated as of the 1st day of February, 1972 (said Equipment Trust Agreement was recorded on the 4th day of February, 1972, with the Interstate Commerce Commission and bears Recordation No. 6494); and

WHEREAS, T&P and MoPac have agreed that all right, title and interest of T&P in and to the equipment specified in aforesaid Equipment Trust Agreement shall become the right, title and interest of MoPac, subject to all of T&P's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Equipment Trust Agreement defined in the preceding paragraph; and

WHEREAS, T&P now desires to assign all of its right, title and interest in and to the said equipment specified in said Equipment Trust Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of T&P with reference to the equipment specified in said Equipment Trust Agreement, including specifically, but without limitation, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Equipment Trust Agreement; and the Trustee is willing to permit such assignment and accept

such assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each T&P and MoPac of the sum of One Dollar (\$1.00) to the Trustee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. T&P hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Equipment Trust Agreement between T&P and CHEMICAL BANK, Trustee, dated the 1st day of February, 1972, without recourse against T&P. T&P expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of T&P's right, title and interest in and to the equipment specified in said Equipment Trust Agreement, without recourse on T&P, and upon the terms and conditions specified above, and hereby assumes, covenants and agrees to and with Trustee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Equipment Trust Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due in respect of such equipment.

3. Trustee joins herein for the sole purpose of evidencing its consent to the assignment by T&P to MoPac of its right, title and interest in and to the equipment referred to in said

Equipment Trust Agreement, without recourse on T&P, and MoPac's assumption of T&P's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CHEMICAL BANK

By


Vice President


ATTEST:


Assistant Secretary

THE TEXAS AND PACIFIC RAILWAY COMPANY

By


Vice President

ATTEST:


Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By


Vice President

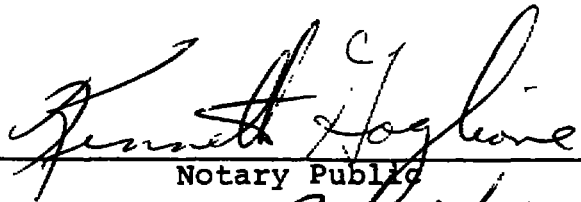
ATTEST:


Assistant Secretary

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, KENNETH GAGLIONE, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY
that J. J. FLEMING and C.G. Martens,
personally known to me to be Vice President and Assistant Sec-
retary of CHEMICAL BANK, and personally known to me to be the
same persons whose names are subscribed to the foregoing instru-
ment, appeared before me this day in person and severally acknowl-
edged that as such Vice President and Assistant Secretary they
signed said instrument and caused the corporate seal of said
corporation to be affixed thereto, pursuant to authority given
by the Board of Directors of said corporation as their free and
voluntary act, and as the free and voluntary act and deed of
said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24TH day
of NOVEMBER, 1976.


Notary Public
3/30/77

My Commission expires: _____

KENNETH GAGLIONE
Notary Public, State of New York
No. 03-4621558
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1977

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

I, R. C. MASON, a Notary Public in and for said City, in the State aforesaid, DO HEREBY CERTIFY that J. D. RODMAN and J. A. HESSE, personally known to me to be Vice President and Assistant Secretary of THE TEXAS AND PACIFIC RAILWAY COMPANY, and personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of October, 1976.

R. C. Mason
Notary Public

My Commission expires:

Sept 28, 1978
R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978

This act performed in the City of St. Louis, within the County of St. Louis in which I was commissioned.

.STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

I, R. C. MASON, a Notary Public in
and for said City, in the State aforesaid, DO HEREBY CERTIFY
that T. D. RODMAN and J. A. HESSE,
personally known to me to be Vice President and Assistant Sec-
retary of MISSOURI PACIFIC RAILROAD COMPANY, and personally
known to me to be the same persons whose names are subscribed
in the foregoing instrument, appeared before me this day in
person and severally acknowledged that as such Vice President
and Assistant Secretary they signed said instrument and caused
the corporate seal of said corporation to be affixed thereto,
pursuant to authority given by the Board of Directors of said
corporation as their free and voluntary act, and as the free
and voluntary act and deed of said corporation, for the uses
and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day
of October, 1976.

R. C. Mason

Notary Public

My Commission expires:

Sept 28, 1978

R. C. MASON, Notary Public
County of St. Louis, State of Missouri
My Commission Expires Sept 28, 1978
I am Notary Public for the City of St.
Louis, Missouri, and the State of
Missouri, and I am a member of the
Notary Public Association of St. Louis, Missouri.